

FILED
5/25/07

ORIGINAL

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

AMERICAN EAGLE OUTFITTERS,
INC., a Delaware corporation; and
RETAIL ROYALTY COMPANY, a
Nevada corporation,

Plaintiffs,

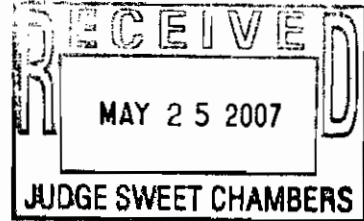
v.

TALA BROTHERS CORP. d/b/a LOW
AND SWEET, a California corporation;
DAVID TALASAZAN, an individual;
JOHN DOES 1-15; XYZ
CORPORATIONS 1-15,

Defendants.

: CIV. ACTION NO.: 06 CV 2072
: (RWS)

: **PERMANENT INJUNCTION AND
: FINAL JUDGMENT ON CONSENT**



WHEREAS, Plaintiffs American Eagle Outfitters, Inc. and Retail Royalty Company (collectively "Plaintiffs"), having commenced this action for an injunction and other relief against defendants Tala Brothers Corp. d/b/a Low and Sweet and David Talasazan ("Defendants") pursuant to the Lanham Act, 15 U.S.C. §1051, *et seq.*, as amended by the Trademark Counterfeiting Act of 1984, Public Law 98-473, and under the laws of the State of New York, for the reason that defendants are alleged to be engaged in manufacturing, importing, exporting, distributing, offering for sale and/or selling, among other things, of products that bear counterfeits and/or imitations of Plaintiffs' trademarks as described and defined in the Complaint (collectively "Plaintiffs' Trademarks"); and

WHEREAS, Defendants, have denied and continue to deny all allegations against them and entering into this Injunction in no way acknowledge they have engaged in trademark counterfeiting; and

WHEREAS, the parties, have indicated below their consent to the form and entry of this Permanent Injunction on Consent, which shall not be construed in any way as an admission of any wrongdoing by Defendants.

WHEREAS Defendants, having entered into a Settlement Agreement with Plaintiffs and having stipulated to entry of a Permanent Injunction and Final Judgment; and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Defendants, their agents, servants, employees, representatives, confederates, affiliates and any other persons or entities acting in concert or participation with them, are permanently enjoined and restrained from:

(a) Using Plaintiffs' Trademarks or any reproduction, counterfeit, copy, or colorable imitation of Plaintiffs' Trademarks, in connection with the importation, exportation, manufacture, distribution, advertising, printing of labels, promotion, offer for sale and/or sale of products which are not genuine products of Plaintiffs, or in any manner likely to cause others to believe Defendants' products or another's products are connected with Plaintiffs or Plaintiffs' products unless they are so connected;

(b) Passing off, inducing or enabling others to sell or pass off any products which are not Plaintiffs' products as Plaintiffs' products;

(c) Committing any other acts that cause purchasers or prospective purchasers to believe Defendants' or another's products are Plaintiffs' products unless they are such;

(d) Manufacturing, importing, exporting, shipping, delivering, distributing, advertising, printing labels, offering for sale, selling and/or otherwise moving or disposing of products falsely bearing one or more of Plaintiffs' Trademarks or any reproduction, counterfeit, copy, or colorable imitation of same;

(e) Making any representations, orally or in writing, to any member or segment of the public or the business or financial community, that they is authorized, licensed or otherwise permitted by Plaintiffs to manufacture, export, import, ship, deliver, print labels for, distribute, offer for sale and/or sell Plaintiffs' products when it is not authorized, licensed or permitted by Plaintiffs or by operation of law; and

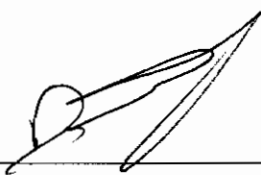
(f) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (a)-(e); and

IT IS FURTHER ORDERED, that this Court has jurisdiction over the parties, and the subject matter of the action. This Court shall retain jurisdiction to the extent necessary to enforce this Injunction and the Settlement Agreement between the parties, which is attached hereto and made a part hereof and incorporated by reference, and to determine any issues that may arise under either; and

IT IS FINALLY ORDERED, that Defendants shall pay to Plaintiffs the sum of one hundred and twenty thousand dollars and no cents (\$120,000.00) as set forth more fully in and pursuant to the Settlement Agreement.

CONSENTED TO BY AMERICAN EAGLE OUTFITTERS, INC. AND RETAIL ROYALTY COMPANY

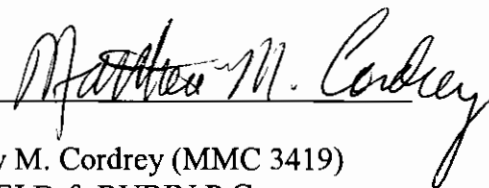
Dated: 5/24/07

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CONSENTED TO BY TALA BROTHERS CORP. D/B/A LOW AND SWEET AND DAVID TALASAZAN

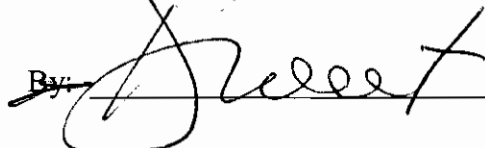
Dated: 5/22/07

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SO ORDERED

Dated: By May 25, 2007

By: 

UNITED STATES DISTRICT JUDGE